

## ***Remarks***

As stated above, this amendment is being filed in response to the Decision on Appeal of 30 July 2009 to reopen prosecution pursuant to 37 CFR §41.50(b). Applicants respectfully request reexamination and reconsideration of the subject application in view of the preceding amendments and the following remarks.

As of the Decision on Appeal, claims 1-142 were pending in the subject application, of which claims 1, 23, 56, 65, 72, 94, 127, and 136 are independent claims.

## **Rejections Under 35 U.S.C. § 102**

Claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, and 93-120, 122, and 126-135 were rejected under 35 USC §102(e) as being anticipated by Ginter et al. (US 2004/0133793). Applicants respectfully submit that as amended herein the claims are patentable over Ginter et al. for the reasons that follow.

Each of independent claims 1, 23, 56, 72, 94, and 127 have been amended herein, in relevant part, to generally recite “deploying, via said network, license management software to a licensing host,” and “deploying, via said network, said first set of software to a software host, the software host configured to execute said first set of software.” The foregoing independent claims have also been amended to specify that the licensing host enforces the license parameters “via said license management software.” Support for these amendments can be found, at least in paragraph [0083] and FIGS. 1 and 9 of the subject application as published, as well as in original claims 22, 55, 93, and 126.

Applicants respectfully submit that Ginter et al. are not understood to teach, or even suggest, the combination of deploying license management software on a licensing host, and deploying the first set of software on a software host that is configured to execute the first set of software. In part, applicants respectfully submit that Ginter et al. is not

understood to teach, or even suggest the concept of a distributed software licensing topology including a management system that is generally configured to receive licensing inquiries from a client computer, and accept / establish licensing parameters, a licensing host that is configured to enforce licensing parameters, and a software host that is configured to execute the software, in which each of the client computer, the management system, the licensing host and the software host represent a distinct computing device.

While the Examiner has previously asserted that Ginter et al. disclose deploying the software to a host specified by a sender, Applicants respectfully submit that such a concept is not understood to be taught, or even suggested by Ginter et al. In particular, the Examiner has indicated paragraphs [0032]-[0035] of Ginter et al., and paragraphs [0061]-[0062] of Ginter et al. as supporting such asserted disclosure. See, e.g., Examiner's Answer to Appeal Brief, dated 27 December, 2007, pages 13-14. Applicants respectfully submit that it is unclear how these portions of Ginter et al. are construed as supporting the aspect of deploying the software to a host that is not the client computer (i.e., the computer sending the request to the management system). For example, in paragraphs [0032]-[0035] Ginter et al. teaches:

[0032] VDE is a cost-effective and efficient rights protection solution that provides a unified, consistent system for securing and managing transaction processing. VDE can;

[0033] (a) audit and analyze the use of content,

[0034] (b) ensure that content is used only in authorized ways, and

[0035] (c) allow information regarding content usage to be used only in ways approved by content users. (Ginter et al., paragraphs [0032]-[0035])

This portion of Ginter et al. is only understood to teach auditing and analyzing the use of content, controlling the use of content, and controlling the use of information regarding the content usage. None of these concepts are understood to even relate to

deploying software to a software host. Similarly, in paragraphs [0061]-[0062] Ginter et al. teach:

[0061] A rights application under VDE is made up of special purpose pieces, each of which can correspond to one or more basic electronic processes needed for a rights protection environment. These processes can be combined together like building blocks to create electronic agreements that can protect the rights, and may enforce fulfillment of the obligations, of electronic information users and providers. One or more providers of electronic information can easily combine selected building blocks to create a rights application that is unique to a specific content distribution model. A group of these pieces can represent the capabilities needed to fulfill the agreement(s) between users and providers. These pieces accommodate many requirements of electronic commerce including:

[0062] the distribution of permissions to use electronic information;

As with paragraphs [0032]-[0035], paragraphs [0061]-[0062] of Ginter et al. are not understood to teach, or even suggest the concept of deploying software to a software host that is different than the client computer. As such, Applicants respectfully submit that Ginter et al. is not understood to teach, or even suggest, deploying software to a software host.

In view of the foregoing discussion, and the amendments herein, Applicants respectfully submit that for at least the reasons discussed above, Ginter et al. is not understood to teach, or even suggest the subject matter of independent claims 1, 23, 56, 72, 94, and 127. In view of the above-discussed deficiencies, Applicants respectfully request the withdrawal of the rejection of claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, and 93-120, 122, and 126-135.

### **Rejections Under 35 U.S.C. § 103**

Claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125, 136-142 were rejected under 35 USC §103(a) as being obvious over Ginter et al. As discussed above,

Ginter et al. fails to teach, or even suggest, every aspect of independent claims 1, 23, 56, 72, 94, and 127 as amended herein. Accordingly, Applicants respectfully submit that Ginter et al. similarly fail to teach, or even suggest, every aspect of claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125, 136-142, respectively depending upon claims 1, 23, 56, 72, 94, and 127. Accordingly, Applicants respectfully request the withdrawal of the rejection of claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125, 136-142.

### **Conclusion**

In consideration of the amendments and foregoing discussion, the application is now believed to be in condition for allowance. Early allowance of the subject application is respectfully solicited. The Examiner is kindly invited to contact Applicants' attorney at (617) 305-2010 to facilitate prosecution.

This response should not require any additional fees. However, in the event that additional fees are due, please charge or credit any refund to our Deposit Account No. 50-2324.

Respectfully Submitted,

Dated: 9 September 2010

/Jeffrey T. Placker/  
Jeffrey T. Placker  
Reg. No. 47,862

Holland & Knight LLP  
10 St. James Avenue  
Boston, MA 02116-3889  
Telephone 617-305-2010  
Facsimile 617-523-6850